



First Banks

First Bank Place
Minneapolis, Minnesota 55480
612 370-4141

1 5738

REGISTRATION NO. _____ FILING 1425

JUL 25 1988 - 11 26 AM

8-207A017

July 21, 1988

INTERSTATE COMMERCE COMMISSION

1 5738

REGISTRATION NO. _____ FILING 1425

JUL 25 1988 - 11 26 AM

Interstate Commerce Commission

Constitution Ave. NW

Washington DC 20423

ATTN: Mildred Lee Room 2303

INTERSTATE COMMERCE COMMISSION

Re: Box Car Filing

Enclosed is Borrower's Security Agreement dated July 13, 1988 between James V. Sundberg & Steven A. Hornig, Borrowers and First Bank National Association as the secured party, covering 29 Pullman 70 ton 60'9" boxcars & 2 Pullman 100 ton 60'9" boxcars.

Borrower's Addresses:

James V. Sundberg
17870 Breezy Point Road
Wayzata, Mn

Steven A. Hornig
2830 Breezy Point Road
Wayzata, Mn

Secured Party:

First Bank National Association
120 South 6th Street
Minneapolis, Mn 55402

Also enclosed is an original Assignment of Leases dated July 13, 1988 between James V. Sundberg & Steven A. Hornig, borrower's and First Bank National Assoc. as the secured party. Notorized copies of both the Borrower's Security Agreement and the Assignment of Leases along with the \$13.00 filing fee.

These boxcars are subject to a security interest given by James V. Sundberg & Steven A. Hornig to First Bank National Association. Please file the above documents and return them recorded to my attention. If you have any questions, please call me at (612) 370-4268.

Please acknowledge receipt by signing the enclosed copy of this letter and returning it to us.

Pat Schwabe
Pat Schwabe
Collateral Division

PS/cl
Enc.

100 CHINESE
THE STORE
JUL 25 11 26 AM '88
NOTOR OFFICIAL NO UNIT

Interstate Commerce Commission
Washington, D.C. 20423

8/2/88

OFFICE OF THE SECRETARY

Pat Schwabe

Collateral Division

First National Bank Of Minneapolis

First Bank Place

Minneapolis, Minnesota 55480

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/25/88 at 11:30am, and assigned recordation number(s).

15738 & 15738-A

Sincerely yours,

Nesta L. McGee

Secretary

Enclosure(s)



ASSIGNMENT OF LEASES
(Personal Property)

15738-A
RECORDATION NO. 15738-A
JUL 1988

1988

PM

Lessor James V. Sundberg and Steven A. Hornig
Address 17870 Breezy Point Road, Wayzata, MN
Borrower James V. Sundberg and Steven A. Hornig
Address 17870 Breezy Point Road, Wayzata, MN

INTERSTATE COMMERCE COMMISSION
Bank First Bank National Association
Address 120 South Sixth Street
Minneapolis, MN 55402

For value received, Lessor hereby assigns and transfers to the Bank all Leases described on Schedule A attached hereto, including, without limitations, all sums due or to become due thereunder.

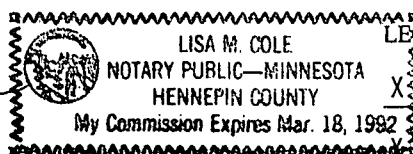
This Assignment is given as additional security for payment by Borrower of the obligations secured by a certain security interest granted by Borrower to Bank, which security interest covers the Leases and the property subject to said Leases. This Assignment shall remain in full force and effect until such obligations are paid in full, at which time this Assignment shall become void and of no further force or effect. It is understood that this Assignment is not made or accepted by Bank in satisfaction of or in substitution of such obligations.

Lessor warrants, represents and agrees as follows:

1. Lessor unconditionally guarantees payment when due of all sums due or to become due under the Leases.
2. The Leases are in full force and effect without modification or amendment of any kind and are and will remain free of all liens and encumbrances except any security interest held by the Bank. Lessor has full power and authority to execute this Assignment and to perform Borrower's obligations hereunder.
3. The Bank shall have the authority (whether or not a Default, as herein defined, has occurred), but shall not be obligated to (a) notify any and all parties to the Leases of the Bank's interest and to request such parties pay or remit all sums due or to become due directly to the Bank or its nominee; (b) place on any Leases a notation or legend showing the Bank's interest; (c) in the name of the Lessor or otherwise, to demand, collect, receive and receipt for, compound, compromise, settle, prosecute and discontinue any suits or proceedings in respect of the Leases, or in respect of any policy insuring any property covered by the Leases; and (d) take any action which the Bank may deem necessary or desirable in order to realize on the Leases, including, without limitation, the power to perform any lease without releasing Lessor from its duties or obligations thereunder, to endorse in the name of Borrower any checks, drafts, notes, or other instruments or documents received in respect of the Leases or in respect of any policy issuing any property covered by the Leases.
4. Lessor shall (a) remain liable upon the Leases and perform all of its duties and obligations thereunder; (b) give prompt notice to the Bank of any default or claim by any party to any of the Leases, of any termination or claimed termination thereof and of the filing of a petition by or against any Lessee under the provisions of the United States Bankruptcy Code for liquidation, reorganization or adjustment of debts; (c) enforce, at Lessor's expense, the performance of every term and condition of the Leases, without terminating any of the Leases; (d) refuse to extend, renew, amend, modify, supplement or terminate any of the Leases, or attempt or offer to do so, or permit the same to be done, without the prior written consent of the Bank; (e) require each Lessee to insure the goods covered by the Leases against property damage in the amount of the full insurable value of the goods less \$100, said policies to protect Lessor and the Bank as their interest may appear; and (f) keep accurate books, records and accounts with respect to the Leases, and make the same available to the Bank at its request for examination and inspection.
5. In the event of cancellation, termination or rejection of any of the Leases, Lessor will promptly (a) notify the Bank of such cancellation, termination or rejection, and (b) pay to the Bank the full amount of the indebtedness attributable to the property covered by the Lease or Leases so terminated or cancelled or rejected.
6. All or any part of the indebtedness secured hereby shall at the option of the Bank without demand or notice become immediately due and payable upon the failure of Lessor to perform any agreement contained herein.
7. No delay or failure by the Bank in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.
8. Bank shall have no obligation or liability under said Leases by reason of this Assignment and shall not be obligated to perform any obligation of Lessor under said Leases or to file any claim or take any action to collect or enforce any payment or right hereby assigned to it.
9. If more than one party shall sign this Agreement, the term "Lessor" shall mean all such parties, and each of them and all such parties shall be jointly and severally obligated hereunder.
10. This Agreement shall be governed in accordance with the laws of the state in which the Bank is located.

Executed this 13th day of July, 19 88

Lisa M. Cole



LESSOR(S)

X

X

X

X

Schedule A

Railroad Equipment Lease, dated June 30, 1967, between Northwest Equipment Corporation and Chicago and North Western Railway Company which Lease of Railroad Equipment was assumed by and assigned to Chicago and North Western Transportation Company pursuant to an Assumption Agreement dated as of March 20 , 1972 between North Western Railway Company and Northwest Equipment Corporation and pursuant to a subsequent Bill of Sale dated as of June 1, 1972 between Chicago and North Western Railway Company and North Western Employees Transportation Corporation (North Western Employees Transportation Corporation having subsequently changed its corporate name to Chicago and North Western Transportation Company).